

|                                                                                                                                                                            |                                    |                                               |                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-----------------------------------------------|-------------------------------------------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>                                                                                                                  |                                    | 1. CONTRACT ID CODE                           |                                                       |
| 2. AMENDMENT/MODIFICATION NO.<br>M001                                                                                                                                      | 3. EFFECTIVE DATE<br>See Block 16c | 4. REQUISITION/PURCHASE REQ. NO.<br>See Lines | 5. PROJECT NO. (if applicable)                        |
| 6. ISSUED BY<br>FEDERAL COMMUNICATIONS COMMISSION<br>445 12th Street, SW<br>Washington, DC 20554                                                                           | CODE<br>CPC                        | 7. ADMINISTERED BY<br>(If other than Item 6)  | CODE                                                  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)<br>BOOZ ALLEN HAMILTON INC.<br>8283 GREENSBORO DR<br>MCLEAN, VA 22102-4904<br>DUNS: 006928857 |                                    | (X)                                           | 9A. AMENDMENT OF SOLICITATION NO.                     |
|                                                                                                                                                                            |                                    |                                               | 9B. DATED (SEE ITEM 11)                               |
|                                                                                                                                                                            |                                    | X                                             | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>FCC12G0057 |
|                                                                                                                                                                            |                                    |                                               | 10B. DATED (SEE ITEM 11)<br>05/30/2012                |
| CODE: C4517                                                                                                                                                                | FACILITY CODE: *                   |                                               |                                                       |

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

Net Value: [REDACTED]

Exemption 4

## 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

|           |                                                                                                                                                                                                                       |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.                                                                      |
| X         | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|           | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:                                                                                                                                              |
|           | D. OTHER (Specify type of modification and authority)                                                                                                                                                                 |

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to exercise and fully provide funding for Option 1.

Exemption 4

As a result of this modification, the total funded amount has increased from [REDACTED] a net increase of [REDACTED]

The total funded amount (ceiling amount) represents the FCC's maximum financial liability. All work performed beyond the funded amount is at the contractor's own risk.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

|                                                                     |                                                                          |
|---------------------------------------------------------------------|--------------------------------------------------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print)                       | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>Kim, JiSun |
| 15B. CONTRACTOR/OFFEROR<br>(Signature of person authorized to sign) | 16B. UNITED STATES OF AMERICA<br>By (Signature of Contracting Officer)   |
| 15C. DATE SIGNED                                                    | 16C. DATE SIGNED<br>NOV 20. 2012                                         |

|                                                                                                                      |               |                                                                               |    |                                                                   |                                                                   |
|----------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------------------|----|-------------------------------------------------------------------|-------------------------------------------------------------------|
| 3                                                                                                                    | Option I - B  | Original: [REDACTED]<br>[REDACTED]<br>Change: 0.000000<br>Current: [REDACTED] | HR | Original: [REDACTED]<br>Change: [REDACTED]<br>Current: [REDACTED] | Original: [REDACTED]<br>Change: [REDACTED]<br>Current: [REDACTED] |
| <b>Period of Performance:</b> 12/01/2012 - 05/31/2013                                                                |               |                                                                               |    |                                                                   |                                                                   |
| <b>Description:</b> Electronic Engineer II<br>SIN 871<br>NAICS 541330<br>PSC: R425<br>NOT TO EXCEED (NTE) [REDACTED] |               |                                                                               |    |                                                                   |                                                                   |
| <b>Reference Line:</b> WTB1200008 - 0                                                                                |               |                                                                               |    |                                                                   |                                                                   |
| <b>Pricing Options:</b> Unexercised Option                                                                           |               |                                                                               |    |                                                                   |                                                                   |
| 4                                                                                                                    | Option II - A | Original: [REDACTED]<br>[REDACTED]<br>Change: 0.000000<br>Current: [REDACTED] | HR | Original: [REDACTED]<br>Change: [REDACTED]<br>Current: [REDACTED] | Original: [REDACTED]<br>Change: [REDACTED]<br>Current: [REDACTED] |
| <b>Period of Performance:</b> 06/01/2013 - 11/30/2013                                                                |               |                                                                               |    |                                                                   |                                                                   |
| <b>Description:</b> Electronic Engineer II<br>SIN 871<br>NAICS 541330<br>PSC: R425<br>NOT TO EXCEED (NTE) [REDACTED] |               |                                                                               |    |                                                                   |                                                                   |
| <b>Reference Line:</b> WTB1200008 - 0                                                                                |               |                                                                               |    |                                                                   |                                                                   |
| <b>Pricing Options:</b> Unexercised Option                                                                           |               |                                                                               |    |                                                                   |                                                                   |
| 5                                                                                                                    | Option II - B | Original: [REDACTED]<br>[REDACTED]<br>Change: 0.000000<br>Current: [REDACTED] | HR | Original: [REDACTED]<br>Change: \$0.0000<br>Current: [REDACTED]   | Original: [REDACTED]<br>Change: \$0.00<br>Current: [REDACTED]     |
| <b>Period of Performance:</b> 06/01/2013 - 11/30/2013                                                                |               |                                                                               |    |                                                                   |                                                                   |
| <b>Description:</b> Electronic Engineer II<br>SIN 871<br>NAICS 541330<br>PSC: R425<br>NOT TO EXCEED (NTE) [REDACTED] |               |                                                                               |    |                                                                   |                                                                   |
| <b>Reference Line:</b> WTB1200008 - 0                                                                                |               |                                                                               |    |                                                                   |                                                                   |
| <b>Pricing Options:</b> Unexercised Option                                                                           |               |                                                                               |    |                                                                   |                                                                   |

FCC COR Contracting Officer's Representative**Contracting Officer's Representative (COR)**

The FCC's COR is responsible for monitoring the Contractor's progress in fulfilling the requirements specified in this contract or order. The COR ensures that all required documentation and/or services and/or supplies are submitted or performed in accordance with the requirements of this contract or order. Should the Contractor fail to fulfill any contractual requirements, the COR shall inform the Contractor of such failure. The COR shall also inform the FCC's Contracting Officer of any technical or contractual problems or delays. The COR also approves all invoices and performs final inspection and acceptance of all work performed and/or all supplies delivered under this contract.

The FCC's COR is not authorized to make any commitments or obligations on behalf of the FCC, including, without limitation, the exercise of options or the incurrence of any costs beyond the stated ceiling price(s) or fixed price(s). The COR shall not grant the Contractor permission to deviate from the requirements stated in the contract or order, and shall not direct the Contractor to perform any work beyond that stated in the contract or order.

By acceptance of this contract or order, the Contractor acknowledges and accepts the limited authority of the FCC's COR, as specified herein. Further, the Contractor agrees that it will not accept any direction or instructions from the COR that are expressly prohibited herein.

The FCC's COR for this contract or order is \_\_\_\_\_. The COR may be reached via telephone at \_\_, or, via email at \_\_\_\_\_@fcc.gov.

FCC KEY PERSONNEL KEY PERSONNEL**Key and Required Personnel**

This contract requires a number of Key and Required Personnel for the contract. Required Personnel are those positions that the Contractor must provide for the appropriate CLIN/Task area. Key Personnel are a sub-set of Required Personnel that have more stringent replacement conditions than other Required Personnel or other types of positions. The Contractor agrees to use the Key Personnel during the performance of the resultant task order on a full-time basis and shall not remove them from the contract work, replace them, or supplement them with additional personnel, unless authorized in accordance with the following provisions:

- a) The Contractor shall not substitute Key Personnel assigned to perform work under this contract without prior approval of the Contracting Officer (CO). Requests for approval of substitutions shall be made in writing to the CO, shall provide a detailed explanation of the circumstances necessitating the proposed substitution, and shall be made sufficiently enough in advance to provide effective notice purposes consideration of alternatives by the Government and discussions with the Contractor. Requests must contain a complete resume for the proposed substitute, and any other information as requested by the CO. Proposed substitutions shall have qualifications that are equal to or higher than the key personnel being replaced. The CO shall evaluate such requests and promptly notify the Contractor in writing whether the proposed substitution is acceptable or not.
- b) If the CO determines that: (1) suitable and timely replacement of key personnel who are to be reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or (2) the substitution would be so substantial as to impair the successful completion of the contract or task order in accordance with the proposal accepted by the Government at the time of contract award, the CO may terminate the contract or order for default or cause, in full or in part, after taking the appropriate action prescribed by the FAR (e.g. "cure letter").
- c) The Contractor will be excused from the advance notice provisions of this clause for substitutions necessitated by Acts of God or other emergent conditions (e.g., death or incapacitation of the employee, family emergencies of the employee).
- d) The Contractor shall incorporate in its subcontracts such provisions and clauses as are necessary to comply with this clause where the Contractor proposes subcontractor personnel as Key Personnel.

See Statement of Work for list of Key Personnel.

FCC NONPERSONAL SVC NONPERSONAL SERVICES CONTRACTNONPERSONAL SERVICES CONTRACT

This contract is a "nonpersonal services contract" as defined FAR Section 37.101. It is understood and agreed that the contractor and its employees, consultants and subcontractors shall:

1. Perform the services specified herein as independent contractors, not as employees of the FCC;
2. Be responsible for their own management, supervision and administration of the work required, and bear sole responsibility for complying with all technical, schedule, or financial requirements or constraints required for the performance of this contract; and,
3. Be free from any direct or indirect supervision or control by any FCC employee.

Notwithstanding the immediately preceding paragraph, the Contractor shall comply with Government technical direction and other instructions exercised as a matter of right under this contract by authorized Government representatives, such as government direction as to correction of deliverables by the COR and approval rights for the replacement of key personnel by the Contracting Officer, and other direction of authorized Government officers designated to ensure accomplishment of the contract requirements and objectives. The contractor's Project Manager(s) or other designated personnel shall communicate with the COR to confirm the FCC's work requirements as set forth in this contract.

FCC POST-AWD EVAL POST-AWARD EVALUATION OF CONTRACTOR PERFORMANCEPOST-AWARD EVALUATION OF CONTRACTOR PERFORMANCE**Contractor Performance Evaluations:**

1. Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.1502. The final performance evaluations will be prepared at the time of completion of work.
2. The Contractor can elect to review the evaluation and submit additional information or a rebuttal statement. The contractor will be permitted 30 calendar days to respond. Contractor response is voluntary. If the contractor does not respond within 30 days, the Government will presume that the contractor has no comment. Any disagreement between the parties regarding an evaluation will be referred to an individual at a level above the Contracting Officer, whose decision is final.
3. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

The Federal Communications Commission utilizes the Contractor Performance Assessment Reporting System (CPARS) to record and maintain past performance information. CPARS hosts a suite of web-enabled applications that are used to document contractor performance information that is required by Federal Regulations. The CPARS module assesses performance on contracts for Systems, Services, Information Technology, and Operations Support. The Architect-Engineer Contract Administration Support System (ACASS) module assesses performance on Architect-Engineer contracts.

The Construction Contractor Appraisal Support System (CCASS) module assesses performance on Construction contracts. CPARS reference material can be accessed at:

<http://www.cpars.csd.disa.mil/cparsfiles/cpars/refmat1.htm>.

The registration process requires the contractor to identify an individual that will serve as a primary contact. This individual will be authorized access to the evaluation for review and comment. In addition, the contractor is encouraged to identify a secondary contact in the event the primary contact is unavailable to process the evaluation within the required 30-day time period.

After the FCC's Contracting Officer registers the contract in CPARS, the contractor will receive a system generated e-mail notifying him/her that the contract is registered. A system generated e-mail will also provide the contractor with a User ID if the person does not already have a CPARS User ID. Once a performance evaluation has been prepared and is ready for comment, the contractor representative will receive a system generated e-mail notification that the performance evaluation is electronically available for review and comment. The contractor representative will receive an automated e-mail whenever an assessment is completed and can subsequently retrieve the completed assessment from CPARS.

Contractors may access evaluations at [www.cpars.csd.disa.mil](http://www.cpars.csd.disa.mil) for review and comment in CPARS. Past Performance evaluations and any contractor response will be made available to other federal government agencies on the Past Performance Information Retrieval System (PPIRS).

(End of clause)

FCC SCRTY STBLTY FCC SECURITY AND SUITABILITY PROCESSINGSecurity Requirements Suitability and Security Processing

## 1. General.

a. All Contractor personnel (sometimes rendered "contract personnel") are subjected to background investigations for the purpose of suitability determinations. Based on their proposed duties, some Contractor personnel may also be required to have security clearance determinations. No Contractor personnel may be assigned to work on an FCC contract without a Favorable Preliminary Adjudication determination by the FCC Security Operations Center (SOC). This includes a review of the OF 306, Declaration for Federal Employment ([http://www.opm.gov/forms/pdf\\_fihl/of0306.pdf](http://www.opm.gov/forms/pdf_fihl/of0306.pdf)), or a written waiver from the SOC.

b. Suitability, waiver, and security clearance determination investigations are currently conducted through the SOC (202) 418-7884. If required, the individual contract employee will be provided with a review process before a final adverse determination is made. The FCC requires that any Contractor personnel found not suitable, or who has a waiver cancelled, or is denied a security clearance, shall be removed by the Contractor during the same business day that the determination is made.

c. If the Contractor personnel is re-assigned and the new position is determined to require a higher level of risk suitability than the Contractor personnel currently holds, the individual may be assigned to such position on a temporary and conditional basis while the determination is reached by the SOC. A new FCC Form A-600, "FCC Contractor Record Form" shall be completed for the new position.

d. Contractor personnel working as temporary hires (for ninety (90) days or less), must complete and receive a Favorable Preliminary Adjudication determination by the SOC. This includes a review of the OF 306 and completion of the Contractor personnel section of the FCC Form A-600. If, during the term of employment, the Contractor personnel will have access to any FCC Network application, the personnel must complete the mandatory FCC Initial Security Awareness Training (provided by the FCC Information Technology Center) and complete and sign the FCC Form A-200, "FCC Computer System Application Access Form," and FCC Form A-201, "Computer System User Rules of Behavior."

## 2. At Time of Contract Award.

a. The FCC Security Operations Center (SOC) must receive the completed and signed OF 306 for all proposed Contractor employees at the time of contract award. NOTE: The OF 306 must be signed/dated no earlier than 30 days from the contract award date. Resumes for all personnel proposed for assignment on the contract should be provided to the SOC prior to the time of the on-boarding process. The SOC requires a minimum of five (5) working days (from the date the forms are received) to process the OF 306 before any employee is allowed to begin work on the contract. A written waiver from the SOC may be obtained in special/extenuating circumstances. All Contractor personnel, regardless of task description, must complete this form. Without an approved, completed OF 306 on file at the SOC, no contractor employee may begin work. An approved OF 306 is one that has resulted in a Favorable Preliminary Adjudication determination by the SOC. During the course of the SOC Preliminary Adjudication determination, the Contractor personnel may be interviewed by SOC staff regarding information on their OF 306 and shall cooperate on answering any questions asked or furnishing any written documents requested.

b. Additional Requirements for Non-U.S. Citizens. In addition to the OF 306 and A-600; the Contractor must provide the following information on all proposed contractor employees who are not U.S. Citizens, at the time of Contract Award;

(1) Copy of Proof of Legal Status in the U.S.; i.e., foreign passport w/visa, alien registration (Green Card), Permanent Resident Alien Identification Card, or other immigration document. NOTE: Document language must indicate the individual can work in the U.S.

(2) Sponsorship Letter from the Contracting Company identifying the individual as a Non-U.S. Citizen working for the Contracting Company.

(3) Copy of resume' or other proof that the individual has been in the U.S. at least three (3) years (consecutively), prior to applying for the current FCC Contract position.

(3) A completed SF 85, Questionnaire for Non-Sensitive Positions. NOTE: At On-Boarding, Risk Designation determination may require completion of SF 85P, Questionnaire for Public Trust Positions, or completion of SF 86, Questionnaire for National Security Positions (*e-QIP*).

c. In addition, the Contractor is responsible for submission of completed, signed computer security forms for each employee prior to that person beginning work on the contract (in accordance with FCC Instruction 1479.4, FCC Cyber Security Program and its

associated Information Technology Center (ITC) Cyber Security Policy. These forms should be submitted to the FCC Cyber Security Program Office after the Contractor completes the mandatory FCC Initial Security Awareness Training.

d. The COR shall begin processing their section of the FCC Contract Personnel Record (FCC Form A-600) at this time. This form, with the COR and CO portions completed, will be distributed at the time of contract award and must be submitted to the SOC within ten (10) working days.

e. The Office of Personnel Management (OPM) will issue a Certification of Investigation (CIN) following the appropriate background investigation. The SOC will notify the COR and CO, and the contractor personnel of the Final Adjudication determination, and provide instructions depending on whether the Final Adjudication is favorable or unfavorable.

### 3. Identity Proofing, Registration and Checkout Requirements.

#### a. Locator and Information Services Tracking (LIST) Registration.

(1) The FCC Security Operations Center (SOC) maintains a Locator and Information Services Tracking (LIST) database, containing contact information for all Commission and Contractor employees, regardless of work location. The Contractor employee's FCC Form A-600, "FCC Contractor Record Form" captures the information for data entry into the LIST system.

#### b. On-Boarding Process.

(1) Following the processing of the OF 306 and a Preliminary Favorable Suitability Adjudication determination (unless waived), the Contractor personnel shall report to the SOC for identity verification and access badge issuance on their first scheduled workday.

(2) All new Contractor personnel must be escorted to the SOC by either the COR or CO responsible for the contract. At this time, the Contractor personnel must present two (2) forms of identification; one of which must be a picture ID issued by a State or the Federal government. The other piece of identification should be the original of one of the following;

- U.S. Passport (unexpired)
- Certificate of U.S. Citizenship (Form N-560 or N-561)
- Certificate of Naturalization (Form N-S 50 or N-S 70)
- School ID
- Voter Registration Card
- U.S. Military Identification Card
- U.S. Military Family Member Identification Card
- U.S. Coast Guard Merchant Mariner Card
- Native American Tribal Association documents
- U.S. Social Security Identification Card
- Certificate of Birth Abroad, (Form FS-545 or Form DS-1350)
- Original or certified copy of a birth certificate, bearing an Official Seal

(3) After identity verification, the individual shall complete the Fingerprint Card form, PD 258, the Fair Credit Report Act Form, and be photographed and issued the appropriate access badge.

(4) At this time the Contract employee will be given one of the following forms, based on the security risk designation for the proposed support position/classification, to complete and return to the SOC within seven (7) business days;

(1) Low Risk Positions – SF 85, Questionnaire for Non-Sensitive Positions.

(2) Moderate Risk Positions – SF 85-P, Questionnaire for Public Trust Positions.

(3) High Risk Position/Secret or Top Secret Security Clearances – Standard Form (SF) 86, Questionnaire for Sensitive Positions (FCC utilizes the automated e-OIP Program).

(5) For any Contractor employee whose name is provided to the Commission for security investigation at the Moderate- or High-Risk level, who subsequently leaves the subject contract due to Contractor or Contractor employee decision within the first year, the Contractor shall reimburse the Commission for the cost of the investigation. If the contract or task order is scheduled for completion in under one year and the Contractor employee for whom a security investigation has been done leaves prior to the work being completed, the Contractor and the SOC shall agree on a pro-rated amount for reimbursement. The

cost may range from approximately \$400.00 (Moderate Risk) to \$3,200.00 (High Risk). The Contractor will be provided a copy of the investigation invoice with the reimbursement request.

c. Monthly Contractor Personnel Reports.

(1) The monthly report verifying Contractor personnel working at the FCC is a crucial element in the agency's compliance with Homeland Security Presidential Directive (HSPD) 12. The format for the Monthly Contractor Report will be provided to the COR and CO. The Monthly Report is due to the SOC no later than the 3rd working day of the month following the reporting month. Accurate and timely reporting are required as part of the ongoing FCC access control efforts as mandated by HSPD-12 and Implementing Directives.

(2) The Contractor's Program/Project Manager shall submit a Contractor personnel list to the SOC on the third working day of each month. This report shall be identified by the contract name and FCC Contract number, and shall list all the Contractor employees working at the FCC in the immediately previous month.

(3) The Report shall highlight or list in some way those individuals who are no longer employed by the Contractor or who are no longer working on the subject contract, as well as any additional Contractor personnel who have been successfully processed for work on the contract by the SOC since the previous report.

(4) The report shall be delivered electronically in MS Excel Format (as per example provided) as an Attachment to an E-Mail. The E-Mail should contain a statement of certification of accuracy and may originate with the Contract Program/Project Manager, but must be verified by the FCC COR for the Contract.

(5) No later than the 15<sup>th</sup> of each month, the SOC will notify the Contract Program/Project Manager, and the COR, to verify the Report was received on time, and whether there were any errors on the Report. Failure to submit the Report accurately, and on time, will result in notification made to the FCC Contracting Officer, recommending negative contract evaluation against the Contractor.

d. Departure/Checkout Processing.

(1) The Contract COR is the FCC POC for the departure/checkout process. The COR is required to send an e-mail to "Sign-Out" when a Contractor employee departs the FCC.

(2) This process verifies the access badge has been returned to the SOC by the Contractor personnel.

(3) If the checkout processing is not completed by the Contractor employee, the Contractor shall take action to ensure this action is completed no later than 30 calendar days after the employee's departure from the FCC.

(4) Failure by the Contractor to properly out-process their personnel will result in notification made to the FCC Contracting Officer, recommending negative contract evaluation against the Contractor.

(5) The Contractor shall be liable for any damages arising from a failure to ensure that the checkout processing occurs within the thirty (30) calendar days of the Contractor employee's departure from the FCC.

e. Cyber Security.

(1) The Contractor shall ensure that:

(a) All Contractor employees assigned to this contract, that are required by their duties to be issued an FCC Computer Network Account, obtain, read, understand, and acknowledge compliance with the Policy and Procedures of FCC Instruction 1479.4, Cyber Security Program and its associated Information Technology Center (ITC) Cyber Security Policy. These documents outline required safeguards for the protection of agency-sensitive and mission-critical data. All Contractor employees must complete ITC-provided FCC Initial Security Awareness Training prior to being granted access to FCC networks and applications.

(b) All Contractor employees complete and submit to the FCC OMD-ITC, all forms required to gain access to, or modify, server computer systems access. Forms include FCC Computer System Office Application and/or System Access Form, FCC Form A-200 (used to identify the user requesting access to FCC computer resources), FCC Computer System Access Acknowledgement and Form A-201 (used to verify user's obligations to secure the Commission's computer system and data).

(c) All Contractor access to FCC computer systems is requested in accordance with policy and procedures and limited to "as needed" to perform official requirements under the Contract.

(d) All Contractor personnel protect the confidentiality, integrity, and availability of FCC information systems and data accessed to perform official requirements under the Contract and that all Contractor personnel ensure that computer systems, related hardware, software, and authorizations are not modified without the expressed written consent of the FCC.

**FCC UNPAID DELQ TAX LIAB REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW**

**REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW**

(a) In accordance with section 630 and 631 of Division B of the Consolidated Appropriations Act, 2012, (Pub. L. No. 112-74), 125 Stat. 786, 928 (2011), none of the funds made available by that Act may be used to enter into a contract with -

(1) Any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Any corporation that was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted, of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation, or such officer or agent, and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) It is ☐ is not ☐ a corporation that was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted, of a felony criminal violation under any Federal law within the preceding 24 months.

Completed by: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**FCC Invoicing Invoicing Instructions**

*Invoicing Instructions.*

Unless this contract does not require submission of an invoice for payment, the Contractor's invoices must be submitted before payment can be made. An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the Federal Communication Commissions Travel Operations Group by one of the following methods:

| Method 1 (preferred)                        | Method 2                                                                |
|---------------------------------------------|-------------------------------------------------------------------------|
| E-mail invoices to:<br>FO-Einvoices@fcc.gov | Mail two copies of the invoice to:<br>Federal Communications Commission |



|                                                                           |
|---------------------------------------------------------------------------|
| 445 12 <sup>th</sup> Street, SW<br>Washington, DC 20554<br>Attention: TOG |
|---------------------------------------------------------------------------|

**L.1 LIMITATION OF GOVERNMENTS OBLIGATION****LIMITATION OF GOVERNMENT'S OBLIGATION**

(a) This contract is incrementally funded. Of the total price for this contract, only the funded (obligated) amount is presently available for payment and obligated under this contract. It is anticipated that from time to time, additional funds will be obligated under this contract by unilateral administrative modifications until the contract is fully funded.

(b) The Contractor agrees to perform the contract up to the point at which the total amount paid and payable by the Government, including any amounts payable by the Government in the event of termination for convenience, approximates but does not exceed the total amount funded/obligated pursuant to this clause. The Contractor is not authorized to continue work beyond that point. The Government's legal liability under this contract, inclusive of any amounts payable pursuant to the "Termination for the Government's convenience" clause (FAR 52.212-4(f)), is limited to the amount funded/obligated pursuant to this clause. Any costs expended or incurred beyond the Government's limitation of obligation are solely at the Contractor's risk.

(c) The Contractor shall notify the Contracting Officer by e-mail at least thirty days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount paid and payable by the Government, including any amounts payable by the Government in the event of termination for convenience, will approximate 80 percent of the total amount then obligated to the contract pursuant to this clause. The Contractor's notification shall state: (1) the estimated date when that point will be reached; and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the date the contract expires or to a mutually agreed upon substitute date.

(d) When additional funds are obligated for continued performance of the contract, the contract will be modified to state the revised total of funds obligated to the contract and to indicate the period of contract performance which will be covered by the obligated funds. The provisions of paragraph (b) through (d) of this clause shall apply to the revised total of obligated funds and any agreed substitute date.

(e) If, solely by reason of failure of the Government to obligate additional funds in amounts sufficient for the timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of work under this contract, and if additional funds are obligated to the contract, an equitable adjustment may be made to the price, time of delivery, or both.

(f) Once a contract period (base period or option period) is fully funded, this clause shall become inoperative for the remainder of that contract period, except with regard to rights or obligations concerning equitable adjustments negotiated under paragraph (e) of this clause. This paragraph shall not preclude operation of the clause in any subsequent option period that is incrementally funded.

(g) Nothing in this clause shall affect the Government's right to terminate the contract for convenience or cause, pursuant to "Termination for the Government's convenience" or "Termination for cause" clauses (FAR 52.212-4(f) and (m), respectively).

(h) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. § 1342.

(i) The terms of this clause shall apply to each option period of the contract that is exercised and incrementally funded.

**Attachments**

| Identifier | Title                                               | Date       | Number of Pages |
|------------|-----------------------------------------------------|------------|-----------------|
| 1          | FCC - Statement of Work for Electronic Engineer.doc | 05/18/2012 |                 |